

OP	\$265.00	76500496
----	----------	----------

TRADEMARK  
REEL: 002715 FRAME: 0437

**SCHEDULE 1**

(continued from Section 4.A.)

**Trademark and Service Mark Applications****and Application Numbers**

<b><u>Mark</u></b>	<b><u>Application Numbers</u></b>	<b><u>Application Date</u></b>
Fleet Optimizer ( & Design )	761155003	August 23, 2000
First Fleet The Truck People (& Design)	76500496	March 24, 2003
Logic Lease First Fleet ( & Design) ( Design Number 2 )	76500495	March 24, 2003
Logic Lease First Fleet Miles 3749650 (& Design) ( Design Number 1 )	76473201	December 6, 2002
First Fleet Corporation	76333878	November 5, 2001
First Fleet Corporation (& Design)	76361435	January 22, 2002
Titletrack	76517986	May 29, 2003

**Schedule 2**

(continued from Section 4,B.)

**Trademarks and Service Marks**

**Registration Numbers**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Fleet Optimizer	2574706	May 28, 2002
Logic Lease	1938512	November 28, 1995
First Fleet Trucks	2617686	September 10, 2002

## TRADEMARK AND SERVICE MARK SECURITY AGREEMENT

This TRADEMARK AND SERVICE MARK SECURITY AGREEMENT (this "Agreement") is made this ~~9th~~ day of September, 2003, between **PNC BANK, NATIONAL ASSOCIATION**, a corporation having an office at 5200 Town Center Circle, Suite 302, Boca Raton, Florida 33486, as collateral and administrative agent (together with its successors in such capacity, "Agent") for itself and Lenders (as hereinafter defined), and **FIRST FLEET CORPORATION**, a Massachusetts corporation having its principal place of business at 350 East Las Olas Boulevard, Suite 1400, Fort Lauderdale, Florida 33301 (the "Company").

### Recitals:

The Company desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Revolving Credit and Security Agreement dated the date hereof by and among the Company, Agent and Lenders (hereinafter referred to, together with all amendments thereto, as the "Credit Agreement");

Lenders are willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Credit Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Agent, for its benefit and the ratable benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all of the Company's trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, service marks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Agent and Lenders that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid lien upon and security interest in the Trademark Collateral, enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.

4. The Company covenants and agrees with Agent and Lenders that:

(a) The Company will maintain the quality of the products or services associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(b) The Company will not change the quality of the products or services associated with the Trademarks without Agent's prior written consent; and

(c) Except for Trademarks abandoned by the Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), the Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby authorizes Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents, the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under, or provide services

marketed under, any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. Until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks or service marks, or become entitled to the benefit of any trademark or service mark application, trademark or service mark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.

8. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks, service marks, trademark applications and service mark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may immediately, for its benefit and the ratable benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Credit Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Credit Agreement.

13. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Credit Agreement terminated, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark or service mark application, or any

pending trademark or service mark application or trademark or service mark without the consent of Agent.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14.

15. If the Company fails to comply with any of its obligations hereunder, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. The Company hereby waives notice of Agent's acceptance hereof.




22. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida.

23. To the fullest extent permitted by Applicable Law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

  
Robert Solivario, Clerk Assistant

[CORPORATE SEAL]

FIRST FLEET CORPORATION  
("Company")

By: 

Title: E. V. R.

Accepted in Atlanta, Georgia :

PNC BANK, NATIONAL  
ASSOCIATION, as Agent ("Agent")

By: 

Title: J. P. S.



EXHIBIT ATrademarks and Service Marks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.Fleet Optimizer	2574706	May 28, 2002
2.Logic Lease	1938512	November 28, 1995
3. First Fleet Trucks	2617686	September 10, 2002

Trademark and Service Mark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Application Date</u>
1Fleet Optimizer ( & Design )	761155003	August 23, 2000
2.First Fleet The Truck People (& Design)	76500496	March 24, 2003
3.Logic Lease First Fleet ( & Design) ( Design Number 2 )	76500495	March 24, 2003
4.Logic Lease First Fleet Miles 3749650 (& Design) ( Design Number 1 )	76473201	December 6, 2002
5.First Fleet Corporation	76333878	November 5, 2001
6.First Fleet Corporation (& Design)	76361435	January 22, 2002
7.Titletrack	76517986	May 29, 2003

Note: The jurisdiction of these marks unless expressly stated otherwise, is in the United States.

EXHIBIT B

CERTIFICATE

The undersigned officer of First Fleet Corporation (the "Company"), DOES HEREBY CERTIFY to PNC Bank, National Association, ("Agent") as agent for itself and certain other financial institutions ("Lenders") as are parties from time to time to the Revolving Credit and Security Agreement dated September \_\_, 2003 ("Credit Agreement") among Agent, the Company and Lenders, that the quality of the products and services associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated September \_\_, 2003, between the Company and Agent (as amended from time to time to include future trademarks, service marks and trademark and service mark applications, the "Agreement"), has been maintained at a level consistent with the quality of such products and services at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this \_\_ day of September, 2003.

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_